

AG Contract No KR00 1377TRN
ADOT ECS File No JPA 00-111
Project: H5700 01L Item # 73501
Section: SR-260 Access Management Study,
Western Drive in Cottonwood to I-17

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 27 October, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and
YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into
this agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the undersigned the authority to execute this
agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this
agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the
County.

3. The State and the County desire to jointly participate in selecting and hiring a consultant to
conduct a SR-260 access management study, at an estimated cost of \$250,000 00, hereinafter referred to
as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO 24298
Filed with the Secretary of State
Date Filed: 10/27/00
Betsy Bayless
Secretary of State

By Vicky V. Haernewald

II. SCOPE

1 The County will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation planning consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the State timely copies of Project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all Project costs over and above the State share of \$250,000 00, and for any consultant claims for extra compensation due to delays or whatever reason attributable to the County.

d. No more often than monthly, invoice the State, on an actual cost basis, with no profit or fee, in a total amount not to exceed \$250,000 00, for the State's share of the project.

2. The State will:

a. Using State approved procurement procedures, participate with the County in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the County or the consultant as appropriate. Review and approve the final report prior to the final payment to the consultant.

c. Contribute a maximum of \$250,000.00 to the Project. Be responsible for any consultant claims for extra compensation due to delays or whatever reason attributable to the State.

d. Reimburse the County within 30 days after receipt of invoices, in a total amount not to exceed \$250,000 00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Yavapai County
Public Works Director
1100 Commerce Drive
Prescott, AZ 86301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By  _____,
Board of Supervisors, Chairman

By  _____
MARY LYNN TISCHER, Director
Transportation Planning

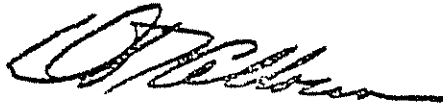
ATTEST

By  _____
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of July 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for conducting and access management study on SR-260.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

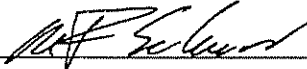


DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 23rd day of August, 2000.



County Attorney

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: September 18, 2000.

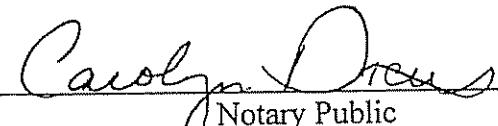
The entry in the said minutes:

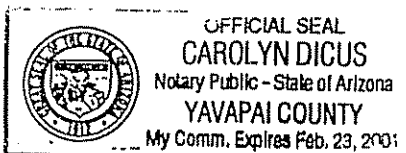
1. Consider approval of an intergovernmental agreement with the Arizona Department of Transportation for the State Route 260 Access Management Plan, to be funded by ADOT. **Approved by unanimous vote. Motion by Supervisor Olsen, second by Supervisor Brownlow. No comments from the public.**


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me October 2, 2000

My Commission Expires:


Notary Public





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1377TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 19, 2000.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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